

**AMENDED AND RESTATED PATENT AND
TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 25th day of February, 1999, by and between LODGENET ENTERTAINMENT CORPORATION, a Delaware corporation ("Borrower"), having an office at 3900 West Innovation Street, Sioux Falls, South Dakota 57107, RESNET COMMUNICATIONS, INC., a Delaware corporation ("ResNet Inc.", and together with the Borrower, the "Grantors", and each individually, a "Grantor"), having an office at 3900 West Innovation Street, Sioux Falls, South Dakota 57107, and NATIONAL WESTMINSTER BANK PLC, a United Kingdom public limited company, as Administrative Agent for the Lenders under the Credit Agreement referred to below (in such capacity, hereinafter referred to as the "Administrative Agent"), with a place of business located at 65 East 55th Street, New York, New York 10022;

W I T N E S S E T H:

(A) The Borrower has entered into that certain Second Amended and Restated Credit Agreement of even date herewith (such agreement, as it may from time to time be amended, modified and/or supplemented, is hereinafter referred to as the "Credit Agreement") with the several financial institutions from time to time party thereto (collectively, the "Lenders"), the Issuing Banks (as defined therein) and the Administrative Agent providing for extensions of credit to be made to the Borrower by the Lenders and the Issuing Banks;

(B) All of the indebtedness, liabilities and obligations of the Borrower to the Lenders, the Issuing Banks and the Administrative Agent, whether now existing or hereafter arising, and whether or not currently contemplated, under or arising out of the Credit Agreement and all other instruments and Loan Documents executed and delivered in connection with any of the foregoing are hereinafter referred to collectively as the "Obligations";

(C) In order to secure the performance of the Obligations, ResNet Inc. has executed that certain Amended and Restated Guaranty of even date herewith (as such agreement may from time to time be amended, modified and/or supplemented, hereinafter referred to as the "Guaranty")

(D) Each of the Borrower and ResNet Inc. has adopted, has used and is using the service marks and/or trademarks described on Schedule A and Schedule B attached hereto, respectively, is the owner of the U.S. Patent and Trademark Office trademark and/or service mark registrations and applications listed on Schedule A and Schedule B attached hereto, respectively, and is a party to the trademark and/or service mark licenses, listed on Schedule A and Schedule B attached hereto,

respectively (collectively, the "Service Marks"), along with the goodwill of the business associated therewith;

(E) Each of the Borrower and ResNet Inc. owns the patents and the U.S. Patent and Trademark Office patent applications listed on Schedule C and Schedule D attached hereto, respectively, and is a party to the patent licenses, listed on Schedule C and Schedule D attached hereto, respectively (collectively, the "Patents", and together with the Service Marks, the "Intellectual Property Collateral");

(F) The Obligations and the Guaranty are secured by the grant by the Grantors to the Administrative Agent, for the benefit of itself, the Lenders and the Issuing Banks, of liens on and security interests in the properties and assets of the Grantors including, without limitation, the Intellectual Property Collateral, pursuant to that certain Amended and Restated Security Agreement of even date herewith (as such agreement may from time to time be amended, modified and/or supplemented, hereinafter referred to as the "Security Agreement") among the Grantors, the other grantor party thereto and the Administrative Agent;

(G) It is a condition precedent to the obligations of the Lenders and the Issuing Banks under the Credit Agreement that the Grantors execute and deliver this Agreement; and

(H) All capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the parties hereto hereby agree as follows:

1. Each Grantor hereby grants unto the Administrative Agent, for the benefit of itself, the Lenders and the Issuing Banks, on the terms and conditions contained in the Security Agreement, which are incorporated herein and made a part hereof, and as additional security for the Obligations, a security interest and first Lien upon all of such Grantor's right, title and interest in, to and under (i) the Service Marks and the goodwill of the business symbolized by the Service Marks, (ii) all products and proceeds of the Service Marks and the goodwill of the business symbolized by the Service Marks, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark and/or service mark, any trademark and/or service mark registration, any trademark and/or service mark registration issued with respect to any trademark and/or service mark application, or any trademark and/or service mark licensed under any trademark and/or service mark license or (b) injury to the goodwill associated with any trademark and/or service mark, any trademark and/or service mark registration, any trademark and/or service mark registration issued with respect to any trademark and/or service mark application, or any trademark and/or service mark licensed under any trademark and/or service mark license, (iii) the Patents and (iv) all products and proceeds of the Patents, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, any patent issued pursuant to a patent application and any patent licensed under any patent license.

2. Each Grantor shall take all action, under both statutory and common law, which in its reasonable business judgment, may be necessary or useful to perfect title to the Intellectual Property Collateral and to maintain and/or defend the Intellectual Property Collateral including, without limitation, the defense of the Intellectual Property Collateral, surveillance of marks or patents owned and/or used by third parties which may be related to the Intellectual Property Collateral, bringing actions against infringing marks, patents and uses, and bringing cancellation or opposition proceedings in order to enforce rights in the Intellectual Property Collateral, all as determined to be appropriate in such Grantor's reasonable business judgment.

3. This Agreement shall terminate upon written notice from the Administrative Agent to the Grantors that all of the Obligations secured hereby have been fully paid and performed and, upon such termination, the Administrative Agent shall promptly execute and deliver to the Grantors such release documents or instruments as the Grantors may reasonably request in furtherance and in evidence of such termination.

4. This Agreement shall be binding upon the Grantors, their successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and assigns.

5. This Agreement may not be amended or modified except with the written consent of the Administrative Agent.

6. The Grantors will provide any additional documentation to support or confirm the security interest created under this Agreement as the Administrative Agent may request.

[signature page follows]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

LODGENET ENTERTAINMENT CORPORATION

By: [Signature]
Name: [Signature]
Title: [Signature]

RESNET COMMUNICATIONS, INC.

By: [Signature]
Name: [Signature]
Title: [Signature]

NATIONAL WESTMINSTER BANK PLC, as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

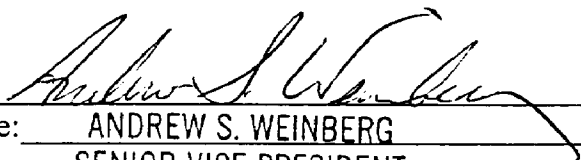
LODGENET ENTERTAINMENT CORPORATION

By: _____
Name: _____
Title: _____

RESNET COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

NATIONAL WESTMINSTER BANK PLC, as Administrative Agent

By:  _____
Name: ANDREW S. WEINBERG
Title: SENIOR VICE PRESIDENT

BORROWER'S ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)

: ss.:

COUNTY OF MINNEHAHA)

I, Daniel P. Johnson, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Jeffrey T. Weisner, personally known to me to be
Sr. VP and CFO of LODGENET ENTERTAINMENT CORPORATION, and
personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed and delivered
said instrument as such officer of said corporation, as his free and voluntary act, and as the free and
voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of February, 1999.



Notary Public

My Commission Expires: 4-21-02

RESNET INC.'S ACKNOWLEDGMENT

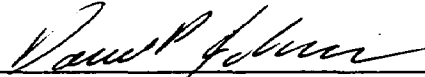
STATE OF SOUTH DAKOTA)

: ss.:

COUNTY OF MINNEHAHA)

I, Daniel P. Johnson, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Jeffrey T. Weisner, personally known to me to be
Sr. VP and CFO of RESNET COMMUNICATIONS, INC., and personally known to
me to be the same person whose name is subscribed to the foregoing instrument, appeared before
me this day in person and acknowledged that he signed and delivered said instrument as such officer
of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of February, 1999.



Notary Public

My Commission Expires: 4-21-02

NATIONAL WESTMINSTER BANK PLC ACKNOWLEDGMENT

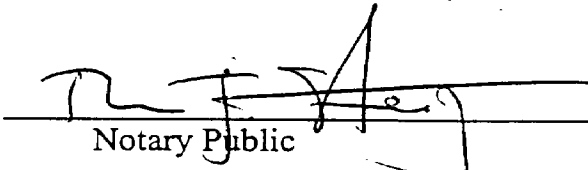
STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

I, THOMAS STEVENS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDREW S. WENGER, personally known to me to be an EMPLOYEE of NATIONAL WESTMINSTER BANK PLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered said instrument as such officer of said corporation, as (her)his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of February, 1999.



Notary Public

My Commission Expires: 1-8-00

THOMAS STEVENS
Notary Public in and for the State of New York
Commission Expires 1-8-00
Notary Public

449660.3

Schedule A to Patent and Trademark Security AgreementBORROWER TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>
LodgeNet	1,378,457
LodgeNet Entertainment (& Design)	2,163,045
LodgeNet Entertainment (& Design)	2,194,494
LodgeNet	2,196,850
B-LAN	2,196,375

BORROWER TRADEMARK APPLICATIONS

ResNet, Serial No. 75/016,091 (Notice of Allowance Received)
ResNet Communications, 75/072,868 (Applied)
B-WAN, Serial No. 75/233,098 (Applied)
H-LAN, Class 41, Serial No. 75/524,921 (Applied)
H-LAN, Class 42, Serial No. 75/524,925 (Applied)
Logo, Class 38, Serial No. 75/540,290 (Applied)
Logo, Class 41, Serial No. 75/540,285 (Applied)
Logo, Class 42, Serial No. 75/544,079 (Applied)
OnLine by LodgeNet, Serial No. 75/567,169 (Applied)
LodgeNet, Class 42, Serial No. 75,590,992 (Applied)
SelecTV, Serial No. 75,307,685-686 (Applied)

BORROWER TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Technology License Agreement	Borrower and ResNet	January 10, 1996
Technology License Agreement	Borrower and ResNet	November 30, 1998

02/25/1999

Schedule B to Patent and Trademark Security AgreementRESNET TRADEMARK REGISTRATIONS

None

RESNET TRADEMARK APPLICATIONS

None

RESNET TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Technology License Agreement	Borrower and ResNet	January 10, 1996
Technology License Agreement	Borrower and ResNet	November 30, 1998

02/25/1999

Schedule C to Patent and Trademark Security Agreement**BORROWER PATENTS**

<u>U.S. Patent No.</u>	<u>Date Issued</u>	<u>Title</u>
4,502,098	February 26, 1985	Circuit Assembly
4,920,432	April 24, 1990	System for Random Access to an Audio Video Data Library with Independent Selection and Display at Each of a Plurality of Remote Locations
5,455,619	October 3, 1995	Video Distribution System Addressing Device for Identifying Remote Locations
5,506,572	April 9, 1996	Low Battery Detection System
5,641,319	June 24, 1997	Entertainment System for Providing Interactive Video Game Responses to the Video Game Engines
5,675,828	October 7, 1997	Entertainment System and Method for Controlling Connections Between Terminals and Game Generators

BORROWER PATENT APPLICATIONS

<u>Serial No.</u>	<u>Date Filed</u>	<u>Title</u>
08/881,213	June 24, 1997	System for Collecting and Processing User Inputs
08/801,476	February 18, 1997	Multiple Dwelling Unit Interactive Audio/Video

02/25/1999

		Distribution System
09/097,603	June 15, 1998	System for Providing Internet Access From Locations Different From Those for Which the User's Software was Configured
60/109,878	November 15, 1998	Controlled Communications Over a Global Computer Network

BORROWER PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Confidential Final Settlement and Mutual Release	Borrower and On Command Video Corporation	September 11, 1998
Confidential License Agreement for Use of Nintendo Video Game Systems	Borrower and Nintendo of America, Inc.	May 12, 1998

02/25/1999

Schedule D to Patent and Trademark Security Agreement

RESNET PATENTS

None

RESNET PATENT APPLICATIONS

None

RESNET PATENT LICENSES

None

02/25/1999

PATENT
REEL: 9857 FRAME: 0375

WINSTON & STRAWN

200 PARK AVENUE
NEW YORK, NY 10166-4193

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FACSIMILE (312) 558-5700

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43, RUE DU RHONE
1204 GENEVA, SWITZERLAND

WRITER'S DIRECT DIAL NUMBER
(312) 558-6352

March 22, 1999

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington D.C. 20231
Attn: Patent Assignment Department

Re: Natwest/Lodgenet Entertainment

Dear Commissioner:

Enclosed is an Amendment and Restated Patent and Trademark Security Agreement together with a check in the amount of \$400.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

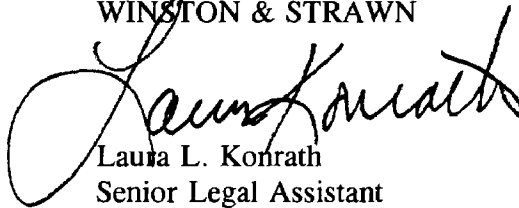
Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK/nak
Enclosures

PATENT
REEL: 9857 FRAME: 0376

Continuation of Item 1

Resnet Communications, Inc., a Delaware Corp.

Continuations
Item 4

Schedule C to Patent and Trademark Security Agreement**BORROWER PATENTS**

<u>U.S. Patent No.</u>	<u>Date Issued</u>	<u>Title</u>
4,502,098	February 26, 1985	Circuit Assembly
4,920,432	April 24, 1990	System for Random Access to an Audio Video Data Library with Independent Selection and Display at Each of a Plurality of Remote Locations
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